

Attachment 4
Physical Collocation

1. Scope of Attachment

- 1.1 Scope of Attachment. The terms and conditions contained within this Attachment and the rates in Exhibit B of Attachment 2 to this Agreement, incorporated herein by this reference, shall only apply when <<CUSTOMER NAME>> is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to <<CUSTOMER NAME>> collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the terms and conditions of this Attachment and the rates contained in Exhibit B of Attachment 2 to this Agreement, where space is available and it is technically feasible, BellSouth will allow <<CUSTOMER NAME>> to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by <<CUSTOMER NAME>> and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).
- 1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth below.
- 1.2.1.1 In Tennessee the size specified by <<CUSTOMER NAME>> may contemplate a request for space sufficient to accommodate <<CUSTOMER NAME>>'s growth within a two-year period.
- 1.3 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. <<CUSTOMER NAME>> will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.
- 1.4 Use of Space. <<CUSTOMER NAME>> shall use the Collocation Space for the purposes of installing, maintaining and operating <<CUSTOMER NAME>>'s equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for

accessing BellSouth unbundled network elements for the provision of telecommunications services. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.

- 1.5 Rates and Charges. <<CUSTOMER NAME>> agrees to pay the rates and charges identified in Exhibit B of Attachment 2 to this Agreement.
- 1.6 Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.
- 1.7 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

- 2.1 Space Availability Report. Upon request from <<CUSTOMER NAME>>, BellSouth will provide a written report ("Space Availability Report") ***describing the space that is available for collocation and*** specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
- 2.1.1 The request from <<CUSTOMER NAME>> for a Space Availability Report must be written and must include the Premises street address, located in the Local Exchange Routing Guide and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify <<CUSTOMER NAME>> and inform <<CUSTOMER NAME>> of the time frame under which it can respond.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow <<CUSTOMER NAME>> to collocate <<CUSTOMER NAME>>'s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow <<CUSTOMER NAME>> to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where <<CUSTOMER NAME>>'s equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, <<CUSTOMER NAME>> must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.1.1 At <<CUSTOMER NAME>>'s expense, <<CUSTOMER NAME>> may arrange with a contractor certified by BellSouth ("Certified Contractor") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, <<CUSTOMER NAME>> and <<CUSTOMER NAME>>'s Certified Contractor must comply with the more stringent local building code requirements. <<CUSTOMER NAME>>'s Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with <<CUSTOMER NAME>> and provide, at <<CUSTOMER NAME>>'s expense, the documentation, including architectural drawings, necessary for <<CUSTOMER NAME>> to obtain the zoning, permits and/or other licenses. <<CUSTOMER NAME>>'s Certified Contractor shall bill <<CUSTOMER NAME>> directly for all work performed for <<CUSTOMER NAME>> pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the <<CUSTOMER NAME>>'s Certified Contractor. <<CUSTOMER NAME>> must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access <<CUSTOMER NAME>>'s locked enclosure prior to notifying <<CUSTOMER NAME>>. Upon request, BellSouth shall construct the enclosure for <<CUSTOMER NAME>>.
- 3.1.2 BellSouth may elect to review <<CUSTOMER NAME>>'s plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. <<CUSTOMER NAME>> shall be able to

design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews <<CUSTOMER NAME>>'s plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review <<CUSTOMER NAME>>'s plans and specifications prior to construction, <<CUSTOMER NAME>> will be entitled to request BellSouth to review; and in the event <<CUSTOMER NAME>> does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require <<CUSTOMER NAME>> to remove or correct within seven (7) calendar days at <<CUSTOMER NAME>>'s expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

3.2 Shared (Subleased) Caged Collocation. <<CUSTOMER NAME>> may allow other telecommunications carriers to share <<CUSTOMER NAME>>'s caged collocation arrangement pursuant to terms and conditions agreed to by <<CUSTOMER NAME>> ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. <<CUSTOMER NAME>> shall notify BellSouth in writing upon execution of any Attachment between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the Attachment, and shall contain a certification by <<CUSTOMER NAME>> that said Attachment imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and <<CUSTOMER NAME>>.

3.2.1 <<CUSTOMER NAME>>, as the Host shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within Exhibit B of Attachment 2 to this Agreement for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide <<CUSTOMER NAME>> with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In Tennessee, and in addition to the foregoing, <<CUSTOMER NAME>> shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit B of Attachment 2 to this Agreement, if this Application is not the initial Application made for the arrangement.

Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

- 3.2.2 <<CUSTOMER NAME>> shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of <<CUSTOMER NAME>>'s Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.3 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by <<CUSTOMER NAME>> and in conformance with BellSouth's design and construction specifications. Further, <<CUSTOMER NAME>> shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment and the rates set forth in Exhibit B of Attachment 2 to this Agreement.
- 3.3.1 Should <<CUSTOMER NAME>> elect such option, <<CUSTOMER NAME>> must arrange with a Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, <<CUSTOMER NAME>> and <<CUSTOMER NAME>>'s Certified Contractor must comply with the more stringent local building code requirements. <<CUSTOMER NAME>>'s Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. <<CUSTOMER NAME>>'s Certified Contractor shall bill <<CUSTOMER NAME>> directly for all work performed for <<CUSTOMER NAME>> pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by <<CUSTOMER NAME>>'s Certified Contractor. <<CUSTOMER NAME>> must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access <<CUSTOMER NAME>>'s locked enclosure prior to notifying <<CUSTOMER NAME>>.
- 3.3.2 <<CUSTOMER NAME>> must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review <<CUSTOMER

NAME>>'s plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews <<CUSTOMER NAME>>'s plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review <<CUSTOMER NAME>>'s plans and specifications prior to construction, <<CUSTOMER NAME>> will be entitled to request BellSouth to review; and in the event <<CUSTOMER NAME>> does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require <<CUSTOMER NAME>> to remove or correct within seven (7) calendar days at <<CUSTOMER NAME>>'s expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.

3.3.3 <<CUSTOMER NAME>> shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At <<CUSTOMER NAME>>'s option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. <<CUSTOMER NAME>>'s Certified Contractor shall be responsible, at <<CUSTOMER NAME>>'s expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

3.3.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

3.4 Co-carrier cross-connect (CCXC). The primary purpose of collocating CLEC equipment is to interconnect with BellSouth's network or access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit CLEC-1 to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains co-carrier cross-connect language. At no point in time shall CLEC-1 use the Collocation Space for the sole or primary purpose of cross-connecting to other CLECs.

3.4.1 The CCXC shall be provisioned through facilities owned by CLEC-1. Such connections to other carriers may be made using either optical or electrical facilities. CLEC-1 may deploy such optical or electrical

connections directly between its own facilities and the facilities of other CLEC(s) without being routed through BellSouth equipment. CLEC-1 may not self-provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. CLEC-1 is responsible for ensuring the integrity of the signal.

- 3.4.2 CLEC-1 shall be responsible for obtaining authorization from the other CLEC(s) involved. CLEC-1 must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. CLEC-1-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, CLEC-1 may have the option of constructing its own dedicated support structure.***

4. Occupancy

- 4.1 Occupancy.** BellSouth will notify <<CUSTOMER NAME>> in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). <<CUSTOMER NAME>> must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, <<CUSTOMER NAME>>'s telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 4.2 Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Attachment, <<CUSTOMER NAME>> may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate <<CUSTOMER NAME>>'s right to occupy the Collocation Space in the event <<CUSTOMER NAME>> fails to comply with any provision of this Attachment.

- 4.2.1** Upon termination of occupancy, <<CUSTOMER NAME>> at its expense shall remove its equipment and other property from the Collocation Space. <<CUSTOMER NAME>> shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of <<CUSTOMER NAME>>'s Guests, unless CLEC's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. <<CUSTOMER NAME>> shall continue payment of monthly fees to BellSouth until such date as <<CUSTOMER NAME>>, and

if applicable <<CUSTOMER NAME>>'s Guest, has fully vacated the Collocation Space. Should <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest at <<CUSTOMER NAME>>'s expense and with no liability for damage or injury to <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of <<CUSTOMER NAME>>'s right to occupy Collocation Space, <<CUSTOMER NAME>> shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by <<CUSTOMER NAME>> except for ordinary wear and tear, unless otherwise agreed to by the Parties. <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s BellSouth Certified Vendor shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA records. <<CUSTOMER NAME>> shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, ***as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323(b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.***

5.1.1 ***Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment.***

BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

- 5.1.2 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on <<CUSTOMER NAME>>'s failure to comply with this section.
- 5.1.3 <<CUSTOMER NAME>> shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that <<CUSTOMER NAME>> submits an application for terminations that exceed the total capacity of the collocated equipment, <<CUSTOMER NAME>> will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.2 <<CUSTOMER NAME>> shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.2.1 <<CUSTOMER NAME>> shall place a plaque or other identification affixed to <<CUSTOMER NAME>>'s equipment necessary to identify <<CUSTOMER NAME>>'s equipment, including a list of emergency contacts with telephone numbers.
- 5.3 Entrance Facilities. <<CUSTOMER NAME>> may elect to place <<CUSTOMER NAME>>-owned or <<CUSTOMER NAME>>-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. <<CUSTOMER NAME>> will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. <<CUSTOMER NAME>> will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the

splice location to <<CUSTOMER NAME>>'s equipment in the Collocation Space. In the event <<CUSTOMER NAME>> utilizes a non-metallic, riser-type entrance facility, a splice will not be required. <<CUSTOMER NAME>> must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. <<CUSTOMER NAME>> is responsible for maintenance of the entrance facilities. At <<CUSTOMER NAME>>'s option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.

5.3.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide <<CUSTOMER NAME>> with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to <<CUSTOMER NAME>>'s arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.3.2 Shared Use. <<CUSTOMER NAME>> may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to <<CUSTOMER NAME>>'s collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. <<CUSTOMER NAME>> must arrange with BellSouth for BellSouth to splice the <<CUSTOMER NAME>> provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit B of Attachment 2 to this Agreement will apply.

5.4 Demarcation Point. BellSouth will designate the point(s) of demarcation between <<CUSTOMER NAME>>'s equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Consistent with Tennessee Regulatory Authority Orders, the demarcation point shall be a <<CUSTOMER NAME>> provided Point of Termination Bay (POT Bay) in a common area within the Premises. <<CUSTOMER NAME>> shall be responsible for providing, and a supplier certified by BellSouth ("<<CUSTOMER NAME>>'s Certified Supplier") shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling between <<CUSTOMER NAME>>'s collocation space and the demarcation

point. <<CUSTOMER NAME>> or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.5, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.

5.4.1 BellSouth, in accordance with applicable FCC Rules, may not require the use of an intermediary interconnection device (e.g. POT Bay) as the demarcation point. Therefore, upon request from <<CUSTOMER NAME>>, BellSouth will negotiate rates, terms and conditions for establishing the demarcation point at a either a BellSouth conventional distribution frame, DSX panel or LGX panel.

5.5 <<CUSTOMER NAME>>'s Equipment and Facilities. <<CUSTOMER NAME>>, or if required by this Attachment, <<CUSTOMER NAME>>'s Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by <<CUSTOMER NAME>> which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. <<CUSTOMER NAME>> and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

5.6 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to <<CUSTOMER NAME>> at least 48 hours before access to the Collocation Space is required. <<CUSTOMER NAME>> may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that <<CUSTOMER NAME>> will not bear any of the expense associated with this work.

5.7 Access. Pursuant to Section 12, <<CUSTOMER NAME>> shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. <<CUSTOMER NAME>> agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by <<CUSTOMER NAME>> and returned to BellSouth Access Management within 15 calendar days of <<CUSTOMER NAME>>'s receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall

not be duplicated under any circumstances. <<CUSTOMER NAME>> agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of <<CUSTOMER NAME>> employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with <<CUSTOMER NAME>> or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

- 5.7.1 BellSouth will permit one accompanied site visit to <<CUSTOMER NAME>>'s designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to <<CUSTOMER NAME>>. <<CUSTOMER NAME>> must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date <<CUSTOMER NAME>> desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, <<CUSTOMER NAME>> may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event <<CUSTOMER NAME>> desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit <<CUSTOMER NAME>> to access the Collocation Space accompanied by a security escort at <<CUSTOMER NAME>>'s expense. <<CUSTOMER NAME>> must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.8 Lost or Stolen Access Keys. <<CUSTOMER NAME>> shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), <<CUSTOMER NAME>> shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.9 Interference or Impairment. Notwithstanding any other provisions of this Attachment, <<CUSTOMER NAME>> shall not use any product or service provided under this Attachment, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of <<CUSTOMER NAME>> violates the provisions of this paragraph, BellSouth shall give written notice to <<CUSTOMER NAME>>, which notice shall direct <<CUSTOMER NAME>> to cure the violation within forty-eight (48) hours of

<<CUSTOMER NAME>>'s actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

- 5.9.1 Except in the case of the deployment of an advanced services which significantly degrades the performance of other advanced services or traditional voice band services, if <<CUSTOMER NAME>> fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to <<CUSTOMER NAME>>'s equipment. BellSouth will endeavor, but is not required, to provide notice to <<CUSTOMER NAME>> prior to taking such action and shall have no liability to <<CUSTOMER NAME>> for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.9.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and <<CUSTOMER NAME>> fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to <<CUSTOMER NAME>> or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, <<CUSTOMER NAME>> shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.10 Personalty and its Removal. Facilities and equipment placed by <<CUSTOMER NAME>> in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by <<CUSTOMER NAME>> at any time. Any damage caused to

the Collocation Space by <<CUSTOMER NAME>>'s employees, agents or representatives during the removal of such property shall be promptly repaired by <<CUSTOMER NAME>> at its expense.

5.11 Alterations. In no case shall <<CUSTOMER NAME>> or any person acting on behalf of <<CUSTOMER NAME>> make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by <<CUSTOMER NAME>>. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.

5.12 Janitorial Service. <<CUSTOMER NAME>> shall be responsible for the general upkeep of the Collocation Space. <<CUSTOMER NAME>> shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to <<CUSTOMER NAME>> that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

6.2 Initial Application. For <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest(s) initial equipment placement, <<CUSTOMER NAME>> shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. A Planning Fee will apply.

6.3 Subsequent Application. In the event <<CUSTOMER NAME>> or <<CUSTOMER NAME>>'s Guest(s) desires to modify the use of the Collocation Space, <<CUSTOMER NAME>> shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by <<CUSTOMER NAME>> in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes,

changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Planning Fee will be required. The fee for an Application where the modification requires assessment on behalf of BellSouth shall be the Planning Fee. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

- 6.3.1 Space Preferences. If CLEC-1 has previously requested and received a Space Availability Report for the Premises, CLEC-1 may submit up to three (3) space preferences on their application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth can not accommodate the CLEC-1's preference(s), CLEC-1 may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply.**

6.4 Space Availability Notification.

- 6.4.1** Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify <<CUSTOMER NAME>> of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by <<CUSTOMER NAME>>, or differently configured, <<CUSTOMER NAME>> must resubmit its Application to reflect the actual space available.

- 6.4.2 Denial of Application.** If BellSouth notifies <<CUSTOMER NAME>> that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying <<CUSTOMER NAME>> that BellSouth has no available space in the requested Premises, BellSouth will allow <<CUSTOMER NAME>>, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

- 6.5 Filing of Petition for Waiver.** Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that

Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure Attachment or provision, BellSouth shall permit <<CUSTOMER NAME>> to inspect any floor plans or diagrams that BellSouth provides to the Commission.

- 6.6 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.6.1 When space becomes available, <<CUSTOMER NAME>> must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification. If <<CUSTOMER NAME>> has originally requested caged collocation space and cageless collocation space becomes available, <<CUSTOMER NAME>> may refuse such space and notify BellSouth in writing within that time that <<CUSTOMER NAME>> wants to maintain its place on the waiting list without accepting such space. <<CUSTOMER NAME>> may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If <<CUSTOMER NAME>> does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove <<CUSTOMER NAME>> from the waiting list. Upon request, BellSouth will advise <<CUSTOMER NAME>> as to its position on the list.
- 6.7 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of **the date BellSouth becomes aware that there is insufficient space to accommodate Physical Collocation.** BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.
- 6.8 Application Response.
- 6.8.1 BellSouth will provide a written response ("Application Response") within **twenty (20)** calendar days of receipt of a Bona Fide Application. **The Application Response will include at a minimum, the configuration of**

the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 of this Attachment.

6.9 Application Modifications.

6.9.1 If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of <<CUSTOMER NAME>> or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth shall charge <<CUSTOMER NAME>> a Planning Fee.

6.10 Bona Fide Firm Order.

6.10.1 <<CUSTOMER NAME>> shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to <<CUSTOMER NAME>>'s Bona Fide Application or the Application will expire.

6.10.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of <<CUSTOMER NAME>>'s Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

7. Construction and Provisioning

7.1 In Tennessee, BellSouth will complete construction for caged collocation arrangements ***under ordinary conditions as soon as possible and within a maximum of*** ninety calendar (90) days from receipt of a Bona Fide Firm Order ***or as agreed to by the Parties.*** For cageless collocation arrangements, BellSouth will ***complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60)*** calendar days from receipt of a Bona Fide Firm Order ***and*** ninety (90) calendar days from receipt of a Bona Fide Firm Order ***for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major***

mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Authority.

- 7.2 Joint Planning. Joint planning between BellSouth and <<CUSTOMER NAME>> will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to <<CUSTOMER NAME>> during joint planning.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk Through. <<CUSTOMER NAME>> will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying <<CUSTOMER NAME>> that the collocation space is ready for occupancy. In the event that <<CUSTOMER NAME>> fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by <<CUSTOMER NAME>>. BellSouth will correct any deviations to <<CUSTOMER NAME>>'s original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.5 Use of BellSouth Certified Supplier. <<CUSTOMER NAME>> shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. <<CUSTOMER NAME>> and <<CUSTOMER NAME>>'s BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, <<CUSTOMER NAME>> must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide <<CUSTOMER NAME>> with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing <<CUSTOMER NAME>>'s equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and <<CUSTOMER NAME>> upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill

<<CUSTOMER NAME>> directly for all work performed for <<CUSTOMER NAME>> pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying <<CUSTOMER NAME>> or any supplier proposed by <<CUSTOMER NAME>>. All work performed by or for <<CUSTOMER NAME>> shall conform to generally accepted industry guidelines and standards.

- 7.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. <<CUSTOMER NAME>> shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service <<CUSTOMER NAME>>'s Collocation Space. Upon request, BellSouth will provide <<CUSTOMER NAME>> with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by <<CUSTOMER NAME>>. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.

- 7.7 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, <<CUSTOMER NAME>> may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by <<CUSTOMER NAME>>, such information will be provided to <<CUSTOMER NAME>> in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to <<CUSTOMER NAME>> within 180 calendar days of BellSouth's written denial of <<CUSTOMER NAME>>'s request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) <<CUSTOMER NAME>> was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then <<CUSTOMER NAME>> may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. <<CUSTOMER NAME>> must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 7.7.1 Notwithstanding the foregoing, BellSouth will authorize the conversion of a virtual collocation arrangement to a physical collocation arrangement in place when 1) there is no change in the amount of equipment or the configuration of the equipment that is in the virtual collocation arrangement; 2) the

conversion of the virtual collocation arrangement will not cause the equipment or the results of the conversion to be located in space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement, and; 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements.

7.7.1.1 If the above conditions are met, then BellSouth shall complete the conversion within thirty (30) calendar days and charge <<CUSTOMER NAME>> an interim application fee not to exceed \$1000.

7.8 Cancellation. If, at anytime prior to space acceptance, <<CUSTOMER NAME>> cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun.

7.9 Licenses. <<CUSTOMER NAME>>, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7.10 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

8. Rates and Charges

8.1 BellSouth shall assess a Planning Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to section 2.1. Payment of said Planning Fee will be due as dictated by <<CUSTOMER NAME>>'s current billing cycle and is non-refundable.

8.2 Recurring Charges. The recurring charges for space preparation begin on the Space Ready Date or the day <<CUSTOMER NAME>> occupies the collocation space, whichever occurs first.

8.3 Cross Connect Rates – Cross connect rates shall be as set forth in Exhibit B of Attachment 2 to this Agreement.

8.4 Power Charges. Charges for –48V DC power will be assessed per ampere per month based upon the following two components: (1) power usage; and (2) power plant investment.

8.4.1 Power Usage. For each district in which <<customer_name>> is collocated in a BellSouth central office, <<customer_name>> shall provide at

<<customer_name>>'s sole expense, BellSouth with a clamp-on ammeter and probe that will allow BellSouth to measure the actual power utilized by <<customer_name>>'s collocated equipment as well as power utilized for any ancillary equipment necessary to maintain a record of such measurements (e.g., PC interface, printer, etc.) The ammeter and probe shall comply with applicable industry guidelines and shall have the capability to: (1) measure DC current up to 225 amperes with a current accuracy of $\pm 2.5\%$; (2) record minimum and maximum and average peak current; (3) record start and finish time and date of measurement; (4) download or print readings; and (5) physically fit and accurately measure a wide range of power cable (e.g., #16 AWG to #4/0 AWG). With this ammeter and probe, BellSouth shall arrange to take measurements of <<customer_name>>'s actual power usage once each quarter at each of <<customer_name>>'s collocation arrangements. <<customer_name>> agrees to promptly notify BellSouth in writing when it removes existing equipment or installs new equipment in the collocation space, after which BellSouth shall arrange to take a new measurement of <<customer_name>>'s actual power usage. Based upon such measurement, BellSouth shall bill <<customer_name>> for collocation power for the next quarter based upon <<customer_name>>'s actual usage and the applicable rate for power set forth in this Agreement. The Parties may mutually agree to bill actual power usage on a less frequent basis than that set forth above. In the event <<customer_name>> fails to provide BellSouth with any of the equipment specified hereunder or fails to give the requisite notice specified hereunder, BellSouth will assess, and <<customer_name>> agrees to pay, charges for DC power on a per ampere per monthly basis based upon the rated ampere capacity of the equipment in <<customer_name>>'s collocated space.

8.4.2 Based upon the rated ampere capacity of the equipment in <<customer_name>>'s collocated space, BellSouth shall bill <<customer_name>> per ampere per month the rate set forth in this Agreement for power plant investment. The rate includes investment associated with the Battery Distribution Fuse Bay (BDFB), redundant feeder fuse positions (A&B), and cable rack to <<customer_name>>'s equipment or space enclosure for vendor installed capacity at the BellSouth power distribution location. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by <<customer_name>>'s certified vendor. The <<customer_name>> certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date.

8.5 Other. If no rate is identified in Exhibit B of Attachment 2 to this Agreement, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). <<CUSTOMER NAME>> will pay a late payment

charge of the lessor of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.

9. Insurance

- 9.1 <<CUSTOMER NAME>> shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 <<CUSTOMER NAME>> shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of <<CUSTOMER NAME>>'s real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 <<CUSTOMER NAME>> may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to <<CUSTOMER NAME>> to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by <<CUSTOMER NAME>> shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all <<CUSTOMER NAME>>'s property has been removed from BellSouth's Premises, whichever period is longer. If <<CUSTOMER NAME>> fails to maintain required coverage, BellSouth may

pay the premiums thereon and seek reimbursement of same from
<<CUSTOMER NAME>>.

- 9.5 <<CUSTOMER NAME>> shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. <<CUSTOMER NAME>> shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from <<CUSTOMER NAME>>'s insurance company. <<CUSTOMER NAME>> shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 9.6 <<CUSTOMER NAME>> must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If <<CUSTOMER NAME>>'s net worth exceeds five hundred million dollars (\$500,000,000), <<CUSTOMER NAME>> may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. <<CUSTOMER NAME>> shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to <<CUSTOMER NAME>> in the event that self-insurance status is not granted to <<CUSTOMER NAME>>. If BellSouth approves <<CUSTOMER NAME>> for self-insurance, <<CUSTOMER NAME>> shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of <<CUSTOMER NAME>>'s corporate officers. The ability to self-insure shall continue so long as the <<CUSTOMER NAME>> meets all of the requirements of this Section. If the <<CUSTOMER NAME>> subsequently no longer satisfies this Section, <<CUSTOMER NAME>> is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to <<CUSTOMER NAME>> to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or <<CUSTOMER NAME>>), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of <<CUSTOMER NAME>>'s equipment and facilities in the Collocation Space(s) prior to the activation of facilities between <<CUSTOMER NAME>>'s equipment and equipment of BellSouth. BellSouth may conduct an inspection if <<CUSTOMER NAME>> adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide <<CUSTOMER NAME>> with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Consistent with TRA's decision in Docket No. 00-00079, Interconnection Agreement Negotiations Between AT&T Communications of the South Central States, Inc., TCG MidSouth, Inc. and BellSouth Telecommunications, Inc. pursuant to 47 U.S.C. § 252, <<CUSTOMER NAME>> will be required, at its own expense, to conduct a statewide investigation of criminal history records for each <<CUSTOMER NAME>> employee being considered for work on the BellSouth Premises, for the states/counties where the <<CUSTOMER NAME>> employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. <<CUSTOMER

NAME>> shall not be required to perform this investigation if an affiliated company of <<CUSTOMER NAME>> has performed an investigation of the <<CUSTOMER NAME>> employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if <<CUSTOMER NAME>> has performed a pre-employment statewide investigation of criminal history records of the <<CUSTOMER NAME>> employee for the states/counties where the <<CUSTOMER NAME>> employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

- 12.2 <<CUSTOMER NAME>> shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the <<CUSTOMER NAME>> name. BellSouth reserves the right to remove from its premises any employee of <<CUSTOMER NAME>> not possessing identification issued by <<CUSTOMER NAME>> or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. <<CUSTOMER NAME>> shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. <<CUSTOMER NAME>> shall be solely responsible for ensuring that any Guest of <<CUSTOMER NAME>> is in compliance with all subsections of this Section 12.
- 12.3 <<CUSTOMER NAME>> will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.4 <<CUSTOMER NAME>> shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. <<CUSTOMER NAME>> shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any <<CUSTOMER NAME>> personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that <<CUSTOMER NAME>> chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, <<CUSTOMER NAME>> may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 <<CUSTOMER NAME>> shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose

employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

- 12.4.2 <<CUSTOMER NAME>> shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each <<CUSTOMER NAME>> employee requiring access to a BellSouth Premises pursuant to this Attachment, <<CUSTOMER NAME>> shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, <<CUSTOMER NAME>> will disclose the nature of the convictions to BellSouth at that time. In the alternative, <<CUSTOMER NAME>> may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.6 At BellSouth's request, <<CUSTOMER NAME>> shall promptly remove from BellSouth's Premises any employee of <<CUSTOMER NAME>> BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of <<CUSTOMER NAME>> is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview <<CUSTOMER NAME>>'s employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to <<CUSTOMER NAME>>'s Security contact of such interview. <<CUSTOMER NAME>> and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving <<CUSTOMER NAME>>'s employees, agents, or contractors. Additionally, BellSouth reserves the right to bill <<CUSTOMER NAME>> for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that <<CUSTOMER NAME>>'s employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill <<CUSTOMER NAME>> for BellSouth property which is stolen or damaged where an investigation determines the culpability of <<CUSTOMER NAME>>'s employees, agents, or contractors and where

<<CUSTOMER NAME>> agrees, in good faith, with the results of such investigation. <<CUSTOMER NAME>> shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. <<CUSTOMER NAME>> shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for <<CUSTOMER NAME>>'s permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for <<CUSTOMER NAME>>'s permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to <<CUSTOMER NAME>>, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. <<CUSTOMER

NAME>> may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If <<CUSTOMER NAME>>'s acceleration of the project increases the cost of the project, then those additional charges will be incurred by <<CUSTOMER NAME>>. Where allowed and where practical, <<CUSTOMER NAME>> may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, <<CUSTOMER NAME>> shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for <<CUSTOMER NAME>>'s permitted use, until such Collocation Space is fully repaired and restored and <<CUSTOMER NAME>>'s equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where <<CUSTOMER NAME>> has placed an Adjacent Arrangement pursuant to Section 3.5, <<CUSTOMER NAME>> shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and <<CUSTOMER NAME>> shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

- 15.1 <<CUSTOMER NAME>> understands that this Attachment is not exclusive and that BellSouth may enter into similar Attachments with other Parties. Assignment of space pursuant to all such Attachments shall be determined by space availability and made on a first come, first served basis.

16. Notices

- 16.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Attachment shall be given or made by <<CUSTOMER NAME>> or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:
600 N. 19th Street
9th Floor
Birmingham, AL 35240
ATTN: CLEC Account Team

To <<CUSTOMER NAME>>:

ATTN: _____

- 16.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

17. Indemnity/Limitations of Liability

- 17.1 <<CUSTOMER NAME>> shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of <<CUSTOMER NAME>>, its agents or employees pursuant to, or in furtherance of, rights granted under this Attachment. <<CUSTOMER NAME>> shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by <<CUSTOMER NAME>>, its agents or employees.
- 17.2 BellSouth shall not be liable to <<CUSTOMER NAME>> for any interruption of <<CUSTOMER NAME>>'s service or for interference with the operation of <<CUSTOMER NAME>>'s communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and <<CUSTOMER NAME>> shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

18. Publicity

- 18.1 <<CUSTOMER NAME>> agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Attachment or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks

therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and <<CUSTOMER NAME>> further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

19. Force Majeure

19.1 Neither party shall be in default by reason of any failure in performance of this Attachment, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

20. Assignment

20.1 <<CUSTOMER NAME>> acknowledges that this Attachment does not convey any right, title or interest in the Central Office to <<CUSTOMER NAME>>. This Attachment is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Attachment without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Attachment to a parent, subsidiary or affiliate without the consent of the other party.

21. No Implied Waiver

21.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Attachment shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

22. Governing Law

22.1 This Attachment shall be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee, without regard to its conflict of laws principles.

23. Compliance with Laws

- 23.1 The Parties agree to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this Attachment.

24. Resolution of Disputes

- 24.1 Except as otherwise stated in this Attachment, the Parties agree that if any dispute arises as to the interpretation of any provision of this Attachment or as to the proper implementation of this Attachment, the parties will petition the Commission in the state where the services are provided pursuant to this Attachment for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Attachment.

25. Section Headings

- 25.1 The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Attachment.

26. Authority

- 26.1 Each of the parties hereto warrants to the other that the person or persons executing this Attachment on behalf of such party has the full right, power and authority to enter into and execute this Attachment on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Attachment.

27. Review of Attachment

- 27.1 The parties acknowledge that each has had an opportunity to review and negotiate this Attachment and has executed this Attachment only after such review and negotiation. The Parties further agree that this Attachment shall be deemed to have been drafted by both BellSouth and <<CUSTOMER NAME>> and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

28. Filing of Attachment

- 28.1 Upon execution of this Attachment it shall be filed with the appropriate state regulatory agency pursuant to the requirements of section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Attachment, said costs shall be borne by <<CUSTOMER NAME>>.

29. Entire Attachment

- 29.1 This Attachment contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire Attachment between BellSouth and <<CUSTOMER NAME>> and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in Attachment and those contained in a filed tariff, the terms and conditions of this Attachment shall control.

IN WITNESS WHEREOF, the Parties have executed this Attachment by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS,
INC.

(<<CUSTOMER NAME>>'s
Full Company Name)

Authorized Signature

Authorized Signature

Print or Type Name

Print or Type Name

Title

Title

Date

Date

Exhibit A

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and <<CUSTOMER NAME>> agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and <<CUSTOMER NAME>> shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. <<CUSTOMER NAME>> should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for <<CUSTOMER NAME>> to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. <<CUSTOMER NAME>> will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the <<CUSTOMER NAME>> space with proper notification. BellSouth reserves the right to stop any <<CUSTOMER NAME>> work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

- 1.5 **Hazardous Materials Brought On Site.** Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by <<CUSTOMER NAME>> are owned by <<CUSTOMER NAME>>. <<CUSTOMER NAME>> will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by <<CUSTOMER NAME>> or different hazardous materials used by <<CUSTOMER NAME>> at BellSouth Facility. <<CUSTOMER NAME>> must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 **Spills and Releases.** When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by <<CUSTOMER NAME>> to BellSouth.
- 1.7 **Coordinated Environmental Plans and Permits.** BellSouth and <<CUSTOMER NAME>> will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and <<CUSTOMER NAME>> will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, <<CUSTOMER NAME>> must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 **Environmental and Safety Indemnification.** BellSouth and <<CUSTOMER NAME>> shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, <<CUSTOMER NAME>> agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. <<CUSTOMER NAME>> further agrees to cooperate with BellSouth to ensure that <<CUSTOMER NAME>>'s

employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by <<CUSTOMER NAME>>, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental

	EVET approval of contractor	Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste	Compliance with all application local, state, & federal laws and regulations	Std T&C 450
Other maintenance work	Protection of BST employees and equipment	29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	P&SM Manager - Procurement Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA)

hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions